

## **Exhibit 1**

*Bianchi, et al. v. Samsung Elecs. Am., Inc., D.N.J., No. 17-cv-1263 (CCC) (MF)*Defendant Samsung Electronics America, Inc.'s Motion to Dismiss First Amended Class Action Complaint (April 24, 2018)UNJUST ENRICHMENT (COUNT I)

Distinction	New Jersey	Virginia	California	Pennsylvania	Florida
<b>Whether requires that plaintiff expected remuneration from defendant</b>	<u>Yes.</u> <i>VRG Corp. v. GKN Realty Corp.</i> , 641 A.2d 519, 526 (N.J. 1994).	<u>Yes.</u> <i>Schmidt v. Household Fin. Corp., II</i> , 661 S.E.2d 834, 838 (Va. 2008).	<u>No.</u> <i>Durell v. Sharp Healthcare</i> , 108 Cal. Rptr. 3d 682, 699 (Cal. Ct. App. 2010).	<u>No.</u> <i>Century Indem. Co. v. URS Corp.</i> , No. 08-5006, 2009 U.S. Dist. LEXIS 69456, at *14 (E.D. Pa. Aug. 7, 2009) (Pennsylvania).	<u>No.</u> <i>Extraordinary Title Servs., LLC v. Fla. Power &amp; Light Co.</i> , 1 So. 3d 400, 404 (Fla. Dist. Ct. App. 2009).
<b>Whether an independent cause of action</b>	<u>Yes.</u> <i>VRG Corp. v. GKN Realty Corp.</i> , 641 A.2d 519, 526 (N.J. 1994).	<u>Yes.</u> <i>Jones v. Bank of Am. Corp.</i> , No. 09-162, 2010 U.S. Dist. LEXIS 142918, at *22-23 (E.D. Va. 2010) (Virginia).	<u>No.</u> <i>Durell v. Sharp Healthcare</i> , 108 Cal. Rptr. 3d 682, 699 (Cal. Ct. App. 2010).	<u>Yes.</u> <i>Century Indem. Co. v. URS Corp.</i> , No. 08-5006, 2009 U.S. Dist. LEXIS 69456, at *14 (E.D. Pa. Aug. 7, 2009) (Pennsylvania).	<u>Yes.</u> <i>Extraordinary Title Servs., LLC v. Fla. Power &amp; Light Co.</i> , 1 So. 3d 400, 404 (Fla. Dist. Ct. App. 2009).
<b>Whether requires that plaintiff directly conferred a benefit upon defendant</b>	<u>Yes.</u> <i>Hughes v. Panasonic Consumer Elec. Co.</i> , No. 10-846, 2011 U.S. Dist. LEXIS 79504, at *78 (D.N.J. July 21, 2011) (New Jersey).	<u>No.</u> <i>Jones v. Bank of Am. Corp.</i> , No. 09-162, 2010 U.S. Dist. LEXIS 142918, at *22-23 (E.D. Va. 2010) (Virginia).	<u>No.</u> <i>Durell v. Sharp Healthcare</i> , 108 Cal. Rptr. 3d 682, 699 (Cal. Ct. App. 2010).	<u>No.</u> <i>Century Indem. Co. v. URS Corp.</i> , No. 08-5006, 2009 U.S. Dist. LEXIS 69456, at *16 (E.D. Pa. Aug. 7, 2009) (Pennsylvania).	<u>No.</u> <i>Swindell v. Crowson</i> , 712 So. 2d 1162, 1163 (Fla. Dist. Ct. App. 1998).

*Bianchi, et al. v. Samsung Elecs. Am., Inc., D.N.J., No. 17-cv-1263 (CCC) (MF)*Defendant Samsung Electronics America, Inc.'s Motion to Dismiss First Amended Class Action Complaint (April 24, 2018)BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (COUNT II)

Distinction	New Jersey	Virginia	California	Pennsylvania	Florida
<b>Whether pre-suit notice is required for a breach of implied warranty claim</b>	<u>Yes.</u> <i>Hammer v. Vital Pharms., Inc.</i> , No. 11-4124, 2012 U.S. Dist. LEXIS 40632, at *30 (D.N.J. Mar. 26, 2012) (New Jersey).	<u>Yes.</u> <i>Bindra v. Michael Bowman &amp; Assoc.</i> , 58 Va. Cir. 47, 53 (Va. Cir. Ct. 2002).	<u>Yes.</u> <i>Swearingen v. Santa Cruz Natural, Inc.</i> , No. 13-4291, 2016 U.S. Dist. LEXIS 109432, at *32 (N.D. Cal. Aug. 17, 2016) (California).	<u>Yes.</u> <i>AFSCME v. Ortho-Mcneil-Janssen Pharms., Inc.</i> , No. 08-5904, 2010 U.S. Dist. LEXIS 23181, at *20 (E.D. Pa. Mar. 11, 2010) (Pennsylvania).	<u>No.</u> <i>Cohen v. Implant Innovations, Inc.</i> , 259 F.R.D. 617, 642-43 (S.D. Fla. June 13, 2008) (Florida).
<b>Whether privity is required to bring a breach of implied warranty claim</b>	<u>No.</u> <i>Cooper v. Samsung Elecs. Am., Inc.</i> , No. 07-3853, 2008 U.S. Dist. LEXIS 75810, at *15-16 (D.N.J. Dec. 30, 2008) (New Jersey).	<u>No.</u> <i>Bay Point Condo. Ass'n v. RML Corp.</i> , 57 Va. Cir. 295, 309 (Va. Cir. Ct. 2002).	<u>Yes.</u> <i>Clemens v. DaimlerChrysler Corp.</i> , 534 F.3d 1017, 1023 (9th Cir. 2008) (California).	<u>Yes.</u> <i>Am. Stores Properties, Inc. v. Spotts, Stevens &amp; McCoy, Inc.</i> , 678 F. Supp. 2d 328, 331 n.4 (E.D. Pa. 2009) (Pennsylvania).	<u>Yes.</u> <i>Kaufman v. Pfizer Pharms., Inc.</i> , No. 02-22692, 2010 U.S. Dist. LEXIS 146552, at *16 (S.D. Fla. Nov. 23, 2010) (Florida).

*Bianchi, et al. v. Samsung Elecs. Am., Inc., D.N.J., No. 17-cv-1263 (CCC) (MF)*Defendant Samsung Electronics America, Inc.'s Motion to Dismiss First Amended Class Action Complaint (April 24, 2018)

Distinction	New Jersey	Virginia	California	Pennsylvania	Florida
Whether subsumed by statute	<u>Yes.</u> See N.J. Stat. § 2A:58C-1(b)(3) (2017) (“‘Product liability action’ means any action brought by a claimant for harm caused by a product, irrespective of theory, except for actions for harm caused by breach of an express warranty.”); <i>see also Arlandson v. Hartz Mt. Corp.</i> , 792 F. Supp. 2d 691, 704 (D.N.J 2011).	<u>No.</u> See Va. Code Ann. § 8.2-316 (2017).	<u>No.</u> See Cal. Civ. Code § 1791.1 (2017); <i>see also Peterson v. Mazda Motor of Am., Inc.</i> , 44 F. Supp. 3d 965 (C.D. Cal. 2014) (allowing plaintiff to bring both implied warranty and Song-Beverly Act claim).	<u>No.</u> 13 Pa. Cons. Stat. § 2314 (2017).	<u>No.</u> Fla. Stat. § 672.314 (2017).

*Bianchi, et al. v. Samsung Elecs. Am., Inc., D.N.J., No. 17-cv-1263 (CCC) (MF)*Defendant Samsung Electronics America, Inc.'s Motion to Dismiss First Amended Class Action Complaint (April 24, 2018)STRICT LIABILITY – DESIGN DEFECT (COUNT IV)

Distinction	New Jersey	Virginia	California	Pennsylvania	Florida
<b>Whether common- law claim for strict liability is recognized</b>	<u>No.</u> The New Jersey Products Liability Act is the sole basis of relief for harm caused by defective products. <i>Sinclair v. Merck &amp; Co., Inc.</i> , 948 A.2d 587, 593 (N.J. 2008).	<u>No.</u> Virginia does not recognize strict liability for defective products. <i>Sanyal v. Toyota Motor N. Am., Inc.</i> , No. 14-960, 2015 U.S. Dist. LEXIS 5667, at *5 (E.D. Va. Jan. 15, 2015) (Virginia).	<u>Yes.</u> <i>Park-Kim v. Daikin</i> , No. 15-09523, 2016 U.S. Dist. LEXIS 104248, at *38 (C.D. Cal. Aug. 3, 2016) (California).	<u>Yes.</u> <i>Moyer v. United Dominion Indus.</i> , 473 F.3d 532, 538 (3d Cir. 2007) (Pennsylvania).	<u>Yes.</u> <i>Bailey v. Janssen Pharmaceutica, Inc.</i> , 288 F. App'x 597, 607 (11th Cir. 2008) (Florida).
<b>Whether allegation that product “unreasonably dangerous” is required element of claim.</b>	<u>No.</u> N.J. Stat. Ann. § 2A:58C-2 (2017) (NJPLA).	<u>N/A.</u> Virginia does not recognize strict liability for defective products. <i>Sanyal v. Toyota Motor N. Am., Inc.</i> , No. 14-960, 2015 U.S. Dist. LEXIS 5667, at *5 (E.D. Va. Jan. 15, 2015) (Virginia).	<u>No.</u> <i>Park-Kim v. Daikin</i> , No. 15-09523, 2016 U.S. Dist. LEXIS 104248, at *38 (C.D. Cal. Aug. 3, 2016) (California).	<u>Yes.</u> <i>Moyer v. United Dominion Indus.</i> , 473 F.3d 532, 538 (3d Cir. 2007) (Pennsylvania).	<u>Yes.</u> <i>Bailey v. Janssen Pharmaceutica, Inc.</i> , 288 F. App'x 597, 607 (11th Cir. 2008) (Florida).
<b>Whether alternative design is required element of claim</b>	<u>Yes.</u> <i>Johnson v. Draeger Safety Diagnostics, Inc.</i> , No. 13-2439, 2013 U.S. Dist. LEXIS 101188 at *14 (D.N.J. July 19, 2013) (New Jersey).	<u>N/A.</u> Virginia does not recognize strict liability for defective products. <i>Sanyal v. Toyota Motor N. Am., Inc.</i> , No. 14-960, 2015 U.S. Dist. LEXIS 5667, at *5 (E.D. Va. Jan. 15, 2015) (Virginia).	<u>No.</u> <i>Park-Kim v. Daikin</i> , No. 15-09523, 2016 U.S. Dist. LEXIS 104248, at *38 (C.D. Cal. Aug. 3, 2016) (California).	<u>Yes.</u> <i>Kordek v. Becton, Dickinson &amp; Co.</i> , 921 F. Supp. 2d 422, 433 (E.D. Pa. 2013) (Pennsylvania).	<u>No.</u> <i>Bailey v. Janssen Pharmaceutica, Inc.</i> , 288 F. App'x 597, 607 (11th Cir. 2008) (Florida).